

SUMMARY: The document below is the replication, dated Easter term, in a lawsuit brought in the Court of Chancery by the family of Nicholas Brend (d. 12 October 1601), who had leased the land on which the Globe playhouse was built to William Shakespeare of Stratford upon Avon and other members of the Lord Chamberlain's Men on 21 February 1599, against Sir John Bodley, landlord of the Globe from 1601-1622, claiming that Bodley had unduly enriched himself as a trustee appointed under the will of Nicholas Brend. For Bodley's role in the financial affairs of Nicholas Brend and as landlord of the Globe after Brend's death, see TNA C 54/1682, mm. 10-11.

The Brends' bill of complaint and Sir John Bodley's answer have not survived. For the interrogatories, see TNA C 24/496/114, m. 9. For the depositions of William Fellows, Mary Strelley, George Archer and Mercy Brend Frobisher, see TNA C 24/496/114, ff. 1-8.

In her deposition, Mercy Brend Frobisher, half sister of Nicholas Brend, and half sister of Sir John Bodley, states that Bodley had purchased a Gentleman Pensioner's place at the court of King James with £300 of the money raised from the sale of Nicholas Brend's house at St Peter's Hill, and had not paid interest on the money which remained in his hands until he ultimately paid Nicholas Brend's daughters' portions, suggesting that there was at least some truth to the Brends' allegation that Bodley had unduly enriched himself at the family's expense.

On the other hand, Bodley was heir to his father, Francis Bodley (d.1566), who in turn had been a legatee of his uncle, Thomas Bodley (d.1537), vicar of South Weald. Moreover Bodley had married Jane Evelyn, the daughter of Thomas Evelyn, esquire, of Long Ditton, Surrey. It thus seems possible that Bodley's financial position at the time of the lawsuit was in large part due to his inheritance from his father and the marriage portion brought to him by his wife. For the will of Francis Bodley (d.1566), see TNA 11/48/415. For the wills of Thomas Bodley (d.1537), see TNA PROB 11/26/118 and TNA PROB 11/27/81. For the will of Sir John Bodley's father-in-law, Thomas Evelyn, see TNA PROB 11/130/558.

After a full hearing on 26 June 1626, the case was dismissed with costs against the Brends, the Court having determined that Sir Matthew Brend had no standing since the properties concerned were not part of his inheritance. For orders in the case, see TNA C 33/147, ff. 932-3; TNA C 33/149, f. 537; TNA C 33/149, f. 936; TNA C 33/151, f. 485; and TNA C 33/151, f. 528.

For a brief discussion of the lawsuit, see Berry, Herbert, *Shakespeare's Playhouses*, (New York: AMS Press, 1987), pp. 95-6, 116-118 (notes 52, 62).

Pennyman

The replication of Sir Sigismund Zinzan, knight, Dame Margaret, his wife, late wife of Nicholas Brend, esquire, Sir Matthew Brend, knight, John Brend, gentleman, Jane Brend, Robert Meese, Mercy, his wife, and Frances Brend, complainants, to the answers [sic?] of Sir John Bodley, knight, defendant

The said complainants for replication say in all and every matter and thing as they in their said bill of complaint have said, and do and will aver, maintain, justify and prove their said bill of complaint in all and every matter, allegation and thing therein contained to be most true, certain and sufficient in the law to be answered unto by the said defendant, but these repliants say that the said answers [sic?] of the said defendant are for the most part thereof very untrue, incertain and insufficient in the law to be replied unto for divers manifest imperfections therein contained;

Nevertheless, the benefit and vantage of exception thereunto to these repliants now and at all times hereafter being saved, for further replication thereunto these repliants say that they will aver, maintain and prove that the said Nicholas Brend was seised of the manor, tenements, lands and hereditaments in the said bill mentioned, and that he by his last will and testament did devise and appoint the same should be sold or put to sale by Sir Matthew Browne, knight, and the said defendant in trust in such manner and sort as in and by the said bill of complaint is set forth and expressed;

And that out of the money arising or coming by sale of the said premises the said Nicholas did give and bequeath one thousand pounds thereof to his said three daughters, Jane, Mercy and Frances, three of these repliants, and the residue of the said money to the said repliants, Dame Margaret and John Brend, in such manner and sort as in the same is likewise mentioned and expressed, and that his said three daughters should have and be allowed such maintenances and profits of the said profits of their said portions in such manner as in the said bill is particularly set forth and alleged, and of his said last will made the said repliant, Dame Margaret, his sole executrix, and the said Sir Matthew Browne and the said defendant overseers, and put them in trust to see the said will performed in such manner and sort as in the said bill is likewise mentioned and expressed;

And that the said Nicholas died so seised of the said premises, and his said executrix proved his said will, and that the said overseers undertook to see the same duly performed in such manner and form as in the said bill is also expressed;

And that shortly after the death of the said Nicholas Brend the said Sir Matthew Browne died, and the said defendant, Sir John Bodley, undertook the performance of the said will according to the said trust, and entered into the said premises and by the space of three years next after the death of the said Nicholas Brend received the rents and profits thereof amounting to the value of one hundred and twenty pounds per annum, and then after sold the same lands, tenements and premises, being two hundred pounds per annum, to several persons and their heirs respectively for divers several sums of money at far under values or the worth of them, and detaineth and keepeth part of the said money and profits and benefits thereby arising still in his own hands from the said repliants in such manner and

sort as these repliants in and by their said bill of complaint have set forth and alleged, and that the said defendant hath greatly enriched himself out of the said testator's estate, and hath gained much thereby, and greatly impoverished these repliants, and that the said defendant received the said rents and profits for the said manor and premises in such manner as in the said bill is alleged;

Without that that the said manor, tenements and premises so sold were sold at full values or for so much as they were worth, but they were or might have been sold for more money than in the said defendant's answer is confessed, or that the said tenements so devised to be sold were poor small tenements or much ruined or decayed or yielded little rent, as in the said defendant's answer is surmised and alleged;

And further without that that any of the said sales of the said premises were made by the said Sir Matthew Browne & by the said defendant in the lifetime of the said Sir Matthew Browne, or made by the assent of the said Dame Margaret in her widowhood, or that the defendant lost any rents of the said tenements or of any of them, or that the said tenements or any of them stood void or without tenants, or did acquaint the said repliant, Dame Margaret, therewith as in the said defendant's answer is set forth and alleged;

And also without that that the said defendant bestowed any or many journeys or spent much money in travelling about the said sales, as in the said defendant's answer is set forth and alleged;

And further without that that the said Nicholas Brend after the making of his said will and before his death did intend to alter his said will to such end as in the said defendant's answer is set down, or that it was concluded or agreed between the said defendant and the said repliant, Dame Margaret, that the said defendant should allow unto the said repliants, some or any of them, any sum or sums of money for their maintenance other or in other manner than such as in the said bill is set forth and alleged, or that the said defendant hath paid to the said repliants or any of them any other sum or sums of money other than such as are set forth in the said bill, or that the said repliants or any of them requested the said defendant to retain their said portions in his hands, or to allow them or any of them consideration for the same, or that he thereupon allowed them or any of them quarterly after the rate of ten pounds the hundred until payment thereof, or that the said repliants or any of them held themselves well satisfied therewith, or that the said repliants or any of them did suffer her or their portion or portions for a time to remain in the said defendant's hands, or that the said defendant paid the same to them when he or they demanded the same, or paid him or them quarterly for the forbearance thereof after the rate of ten pounds in the hundred, or that the said several prices for which the said manor and premises were sold amounted but to one thousand four score and eight pounds, or that the said four score and eight pounds surplusage the said defendant paid it to the said repliants, the said Sir Sigismund Zinzan and Dame Margaret as in her right, and unto the said repliant John Brend, as in the said defendant's answer is supposed and alleged;

And without that that the said defendant hath paid more than he hath received by the rents or profits of the said lands, as in the said defendant's answer is expressed;

And also without that that the said defendant, Sir John Bodley, paid or disposed of the said sum of one thousand four score and eight pounds, the sale money of the said messuages, tenements and premises in the said defendant's answer specified, in such manner and sort as therein and thereby is set forth and declared, but these repliants say that the said defendant put forth the same at interest for ten pounds in the hundred for many years together after that he had received the same, and made great profit thereof;

And without that that the said defendant hath consumed that estate which his friends left unto him, or that he hath performed the said will of the said Nicholas Brend in all points, or hath faithfully performed the said trust reposed in him, or that the said defendant, Sir John Bodley, is worse by some or any of the [said repliants?], or by Thomas Brend, grandfather to the said Sir Matthew Brend, at least two thousand pounds, or by the said repliant, Sir Matthew, at [least a thousand pounds worse in his estate?], as in the said defendant Sir John Bodley's answer is very untruly surmised and alleged, for these repliants hope to prove that the said [defendant is better in?] his estate by being so put in trust as aforesaid by the said Nicholas Brend at least two or three thousand pounds;

And lastly without that that any other matter, cause or thing whatsoever mentioned or contained in the said defendant's answer material or effectual in the law for these repliants to reply unto and before herein not well and sufficiently replied unto, confessed and avoided, traversed or denied, to these defendants' [sic?] knowledges is true;

All which matters and things these repliants are ready to aver and prove as this honourable Court shall appoint, and humbly pray as they before in their said bill have already prayed.

T{ermino}{?} Pas{che}{?} Vlt{imo}{?}